

SOLICITATION AND OFFER				1. [BLANK]				Page 1 of 29		
2. CONTRACT NUMBER			3. SOLICITATION NUMBER <div style="text-align: center;">OPR05000377</div>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <div style="text-align: center;">05/06/2005</div>		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY AO801 Office of Procurement 359 Ford HOB Washington,DC 20515 TEL: (202) 225-2921 ext. FAX: (202) 226-2213 ext.			CODE AO801		8. ADDRESS OFFER TO (If other than item 7)					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and <u>12</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>No Hand Carried Proposals</u> until <u>4:00 PM</u> local time <u>06/20/2005</u> (Hour) (Date)										
CAUTION - LATE submissions, Modifications, and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME Lawrence B. Toperoff			B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202 226-2523			C. E-MAIL ADDRESS		
11. TABLE OF CONTENTS										
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OFFER (Must be fully completed by offeror)										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I)			10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)	
14. ACKNOWLEDGMENT OF AMENDMENTS (the offeror acknowledges receipt of amend - ments to the SOLICITATION for offerors and related documents numbered and dated):			AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. [BLANK] <input type="checkbox"/> [BLANK] <input type="checkbox"/> [BLANK]					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM		
24. ADMINISTERED BY (If other than Item 7)			CODE	25. PAYMENT WILL BE MADE BY CODE						
26. NAME OF CONTRACTING OFFICER (Type or print)					27. U.S. HOUSE OF REPRESENTATIVES (Signature of Contracting Officer)			28. AWARD DATE		
IMPORTANT - Award will be made on this Form or by other authorized official written notice.										

Line Item Summary	Document Number OPR05000377	Title House Staff Fitness Center	Page 2 of 29
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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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Dates are placeholders only and will be adjusted upon award. See section J for pricing schedule.

0001	House Staff Fitness Center Mangement		0.00	ea	\$ _____	\$ _____
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(10/01/2005 to 09/30/2006)

See section J for pricing schedule.

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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 INCIDENTAL SERVICES, TRAVEL AND EXPENSES

Unless separately priced and awarded, the cost of all local (Washington, D.C. Metropolitan Area) services, travel, and any other expenses incurred incident to performance of work shall be borne by the contractor.

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK

C.1 Background

The Omnibus Fiscal Year 2005 Appropriations Act, Public Law 108-447 dated December 8, 2004, directed the Chief Administrative Office to contract with an entity for management, operation, and maintenance of a House staff exercise facility. The prior year, the Legislative Branch Appropriations Bill, Report 108-186 dated July 1, 2003, had directed the Architect of the Capitol to construct an Interim House Staff Fitness Center to be located in the existing House Office Buildings. That report, in turn, had been preceded by the Legislative Branch Appropriations Bill, Report 107-169 dated July 26, 2001, which directed the Chief Administrative Officer in conjunction with the Architect of the Capitol, to develop a proposal for a self supporting fitness center for the staff of the House of Representatives.

The Architect of the Capitol (AOC) awarded a contract for design of a House Staff Fitness Center which has resulted in a preliminary design layout that has already been approved and now is in the next phase of the design. The projected completion date of the facility to be located in the Rayburn House Office Building (HOB), 2nd Garage Level Southwest corner, is September 30, 2005.

C.2 Purpose

The Chief Administrative Officer (CAO), on behalf of the House, shall contract for the services of a professional and experienced management firm to provide staffing to operate and maintain the House Staff Fitness Center (HSFC) facility. Section J has attachments showing the design floor plans with layout of the proposed facility and exercise equipment placement. If a contract is awarded prior to the AOC placing an order for exercise equipment, discussions with the contractor may be held to obtain a recommendation for type and mix of equipment. The AOC has a budget for exercise equipment of approximately \$250,000.

C.3 House Furnished Property and Utilities

The House shall furnish all exercise equipment, a washer and dryer, televisions, an entertainment system (not including media such as CDs, DVDs, etc.), office furnishings (excluding office equipment), and utilities of water, electricity, and phones (except actual cost of calls which are to be borne by contractor and billed by the CAO House Information Resources Telecommunications). In addition, the AOC shall furnish to the contractor for restocking purposes: toilet paper, paper towels, and hand soap. The contractor shall be responsible for providing all other cleaning items and supplies to maintain the facility.

Preventive maintenance, repair, and replacement of House furnished property will be the responsibility of the contractor. House furnished property will be returned to the House for disposal when replacement items are obtained and installed by the contractor, as defined by section C.6.b. The contractor may purchase House furnished property, excluding office furnishings, from the House or AOC, at book value, at any time during the contract performance period.

C.4 Contractor Requirements

a. General. The contractor shall furnish all labor and services necessary for daily maintenance and operations of the HSFC, including the management, maintenance, repair, and replacement of equipment, and the conducting of promotional programs through membership open houses. Contractor duties shall include, but not necessarily be limited to, the following:

(1) Maintaining membership lists to include, at a minimum, names, social security numbers, and dues and fee status, in a database format on the premises, mutually acceptable to the House. The contractor must maintain backups of data in a secure offsite location for disaster recovery using industry best practices for retention of data.

(2) Maintaining a complete and accurate inventory of all equipment and supplies (excluding AOC supplies for restocking purposes), including House furnished property and supplies, in a database format on the premises.

(3) The contractor and its employees shall project a professional attitude toward members through the provision of fitness and health assessments, as well as educational programs.

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(4) Attending various House training and refresher programs as required. Such training shall cover evacuation procedures, use of portable defibrillator devices, House New Employee Orientation (for an overview of the organization), etc.

The Contractor's training manager will work with the House to develop specific training on House and CAO policies, procedures, etc. This training, or any subsequent manuals or multimedia that are written or produced will become a part of the ongoing Contractor staff development, and a part of the orientation process for all new hires under this contract.

(5) Ensuring that all facility users are apprised of and comply with all HSFC rules and regulations, mutually agreed to.

(6) Keeping the entire facility stocked with supplies and necessities, such as first aid items, and office supplies.

(7) Provide shower, wipe down, and exercise type towels.

(8) Removal, at the end of each day, of any locks which may have been left on lockers by members, so that all lockers are available for use the next morning. Establishing a lost and found box for items left in lockers or in the facility. Unidentified items left shall be tagged, listing the description of the item(s), location, date, time, and who found it. If an item is not claimed within five days, it shall be turned over to the Capitol Hill Police, who will handle lost property in accordance with Capitol Hill Police General Order #4120. When possible, the contractor shall attempt to identify ownership of the found item and provide this information to Capitol Hill Police.

(9) Removing trash and debris to House provided trash receptacles in approved locations, including recycle materials.

(10) Conducting light cleaning of the equipment and facility during hours of operation. The AOC will perform the nightly cleaning.

(11) Procuring and maintaining a preventive maintenance contract for all exercise equipment. A log of repair activity on all equipment, along with a list of the maintenance contract(s) must be maintained. The contractor shall propose Service Level Agreement Time Frames for the length of time a piece of equipment may be out of service.

(12) Maintaining all equipment in clean, safe working order. Place any unsafe equipment out of service and either ensure a placard is placed on such equipment, or other physical barrier, or remove it from facility until necessary repairs are made to make it safe. Contractor must provide wipe down towels or other means for equipment to be cleaned after or before each use by a member. Facility is subject to inspection by Congressional Offices, as needed, e.g. Capitol Sanitarian.

(13) Providing all computers and peripherals necessary to conduct business. Such equipment shall meet the House minimum technical requirements and have active virus scanning software installed and current.

(14) Providing, at a minimum, 20 fitness classes per week. The proposal shall provide the proposed times and individual class descriptions. In addition, the proposal shall price an option for additional classes in increments of five classes per week, and contractor shall propose the maximum number of increments in their proposal. The contractor shall also be flexible in rescheduling and/or canceling classes based on fill rate.

b. Hours of Operation. The facility shall maintain basic hours of operation from 6 am to 9 pm, Monday thru Friday, and, when the House is in District Work Period or Adjournment for the Congressional Session, shall maintain at least the hours of 7 am to 7 pm, Monday thru Friday. The contractor will provide the following pricing options with regard to other hours of operation, such as one option to extend the basic hours of operation during the week by one hour in the morning and evening to maintain basic hours from 5 am to 10 pm, Monday thru Friday, and a second option for weekends with operating hours of 9 am to 6 pm, Saturday and Sunday. The facility must be 100 percent staffed during the hours of operation. The facility shall be closed on recognized federal holidays. The federal holiday schedule may be found on the following Web site -- <http://www.opm.gov/fedhol>.

c. Dues and Fee Collection. The contractor must conduct the following activities with respect to dues and fees: Collect the dues and a non-refundable initiation fee by cash, check, money order, or credit card, and have the ability to set up and stop a recurring monthly charge to a member credit card or checking account. A potential membership initiation fee of \$25 would be acceptable. A dues structure shall be proposed for those members that desire a "non-workout" membership (just to use locker room facilities).

(1) The contractor shall be responsible for depositing the dues and fees on a daily basis.

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(2) Membership is on a month to month basis, and the contractor may collect a membership initiation fee if there is a break in membership.

d. Financial Management. The contractor shall keep and maintain complete and accurate financial records regarding the membership and all revenues received and expenditures made. Contractor must provide a semi-annual statement concerning revenue and expenses in conformance with generally accepted accounting standards and which is fully auditable by the House. The Contracting Officer or designee shall have the right to inspect, upon reasonable notice, all financial records, supporting documentation, and accounts maintained by the contractor for the operation of the HSFC. Documentation maintained for this contract by the contractor must be released to the House as requested.

e. Staffing. The contractor shall provide at a minimum one qualified fitness specialist during the hours of operation who will be responsible for the day-to-day operations and management of the HSFC. All personnel provided shall have attained Basic Life Support Certification, as well as have been trained in a fitness or health promotion field. The following programs would meet the training requirement: the American Council on Exercise (ACE), the Aerobics and Fitness Association of America (AFAA), the American College of Sports Medicine (ACSM), the Cooper Institute, or, in the alternative, college or graduate degrees in physiology or related fields.

(1) At least one staff employee must have a working knowledge of personal computers sufficient to manage and operate the facility programs and databases. If contractor proposes any Personal Trainers, Fitness Specialists, Strength and Condition Specialists, etc., these personnel must have certifications by the respective recognized industry group.

(2) The contractor shall oversee and instruct members on the proper and safe use of all equipment and the proper form for exercising (including variations to accommodate individuals with handicaps). All instruction must be consistent with current training practices. Contractor staff shall monitor facility users for incorrect use of equipment and provide on the spot correction/instructions as necessary to provide maximum safety for members. The contractor must submit a draft safety plan for the operation of the facility with its proposal, and a final safety plan within 30 days after award for approval by the Contracting Officer.

f. Conduct. The contractor's employees shall conduct themselves in an orderly and safe manner within the premises whether on or off duty. The following behaviors are not permitted: Smoking within House Office Buildings, being under the influence of alcohol and/or bringing alcohol on the premises, being under the influence of drugs and/or bringing drugs on the premises (unless prescribed by a licensed physician), fighting or engaging in unconstructive play that interferes with members' use of the facility and projects an unprofessional image, gambling, soliciting, stealing, taking pictures or bringing cameras or other photographic devices anywhere on the property, and any otherwise undesirable conduct. Such behaviors shall result in immediate and permanent removal of any employee engaging in such conduct from work under this contract.

g. Reciprocity. The contractor may propose reciprocal arrangements with other clubs in the area or participate in reciprocal programs that allow members to use other clubs locally, nationally, or worldwide.

C.5 Membership

Membership will consist of employees of the House of Representatives, i.e., those individuals whose pay is disbursed by the CAO, House Staff Payroll. The minimum age for becoming a member of the HSFC is 18 years old. The maximum membership level is 2,000. Members are responsible for bringing their own locks.

C.6 Contractor Payments

a. The contractor shall propose a monthly figure or a percentage of revenues to be set aside for repair and replacement of equipment. A check or money order payable to "U.S. Treasury" will be submitted not later than the 5th business day of the subsequent month by mail or be hand carried to the address provided in C.6.c. below. The funds will remain available to the House for this and subsequent contracts.

b. The contractor may request funds from the set-aside account for replacement of exercise equipment and repair/replacement of House furnished electronic and laundry equipment by submitting a request to the COR, with a copy to the Contract Administrator, along with supporting documentation, e.g. quotations for equipment, invoices, etc.

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c. The contractor shall pay the House for any telephone calls made based upon invoice received from House Telecommunications. The contractor shall submit payments to the Office of Finance and Procurement, payable to the "U.S. Treasury" in monthly installments due on the fifth business day of each month. The payment shall be forwarded to the following address:

Office of Finance and Procurement
Attention: Accounting Department
Office of the Chief Administrative Officer
336 Ford House Office Building
U.S. House of Representatives
Washington, D. C. 20515.

C.7 Deliverables

a. **Monthly Reconciliation.** The contractor will coordinate with appropriate House personnel on a monthly basis to reconcile the membership list. This will ensure that all HSFC members meet eligibility requirements. The contractor must provide the list of members to the COR and copy to the CA no later than five business days after the last day of each month.

b. **Monthly Performance Summary Report.** The contractor must provide a report to the COR and copy to the CA that includes at a minimum: reporting period, contractor's program manager's name, number of members (beginning of month, new sign ups, cancellations, end of month), membership sales, number of classes and revenue for each class, activity/usage of facility, retail sales, outstanding issues, and any anticipated activity for the next reporting period. A listing of members who have canceled/terminated membership on a monthly basis will also be provided in the report.

c. **Customer Satisfaction.** Emphasis is expected to be given to creating and maintaining a noticeably high level of customer satisfaction. In accordance with the Contractor's proposal, the Contractor shall maintain a customer service system to record and monitor customer satisfaction and demonstrate an effective complaint resolution process when needed. The Contractor shall work with the House on creating and implementing surveys as determined by current House practice. Together with the House, the Contractor will utilize information gathered through these surveys to address business improvements. Results will be provided to the COR and CA.

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SECTION D -- PACKAGING AND MARKING

D.1 HC.4.002 PAYMENT OF POSTAGE AND FEES MAY 2001

All postage and fees related to submitting information, including forms, reports, etc., to the House of Representatives shall be paid by the contractor.

D.2 HC.4.004 MARKING AUGUST 2002

All information submitted, including forms, reports, etc. to the Contracting Officer or Contracting Officer's Representative, or as specified in the contract, shall clearly indicate the contract number and task order number for which the information is being submitted.

D.3 HC.4.005 PACKAGING AUGUST 2002

Preservation, packaging, and packing for all items delivered hereunder shall be in accordance with commercial practice and adequate to ensure acceptance by common carrier and safe arrival at destination. Printing, copying, and finishing (e.g., binding of packages) shall be accomplished in the most economical manner consistent with commercial practices.

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 HC.5.003 INSPECTION OF SERVICES

JUNE 2002

a. Definitions. "Services," as used in this clause, include services, workmanship, and material furnished or utilized in the performance of services.

b. The Contractor shall provide and maintain a quality assurance system acceptable to the House covering the services under this contract. Complete records of all quality assurance work performed by the Contractor shall be maintained and made available to the Contracting Officer (CO), Contracting Officer's Representative (COR) or their designated representative, during contract performance and for one year after contract termination.

c. The COR has the right to inspect and test all services called for by the contract at all times and places during the term of the contract. The COR shall perform quality assurance reviews and tests in a manner that will not unduly delay or impede the contractor's work.

E.2 HC.5.004 FAILURE TO PERFORM

AUGUST 2002

If the Contractor fails to promptly perform the services or to take the necessary action to ensure future performance in compliance with contract requirements, the CO may terminate the contract for default.

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 HC.6.001 PERIOD OF PERFORMANCE MAY 2001

Contract period of performance shall extend from through , for a base period of 3 years.

F.2 HC.6.003 OPTION TO EXTEND THE TERM OF THE CONTRACT MAY 2001

a. The House may extend the term of this contract up to 5 times for a period of 12 months each. Preliminary written notice to the contractor of the House's intention to exercise these options will be at least 30 days before the contract expires. The preliminary notice does not commit the House to an extension.

b. The total duration of this contract, including the exercise of any options under this clause shall not exceed 8 years.

F.3 HC.6.005 NOTICE TO THE HOUSE OF DELAYS MAY 2001

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the customer and the COR by telephone and follow-up in writing to the COR, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the House of any delivery schedule or date, or any rights or remedies provided under this contract.

F.4 HC.6.007 SUSPENSION AND DEBARMENT MAY 2001

a. Suspension of a contractor temporarily disqualifies that contractor from contracting with the House as a prime and/or House-approved subcontractor, in full or in part. The contracting officer initiates suspensions.

(1) When the contractor and any specifically named affiliates are suspended, the contracting officer shall advise the firm immediately by certified mail, return receipt requested:

(a) That the firm has been suspended and that the suspension is based on an indictment or other adequate evidence that the contractor has committed irregularities (i) of a serious nature in business dealings with the House or (ii) seriously reflecting on the propriety of further House dealings with the contractor. Any such irregularities shall be described in terms sufficient to place the contractor on notice without disclosing the House's evidence;

(b) That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;

(c) Of the cause(s) relied upon for imposing suspension;

(d) Of the extent and effect of the suspension; and

(e) That, within 30 days after receipt of the notice of suspension, the contractor or its representative may submit, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.

(2) Suspension shall be for a temporary period pending the completion of investigation and any ensuing legal proceedings, unless sooner terminated by the suspending official or as provided in this subsection.

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(3) If the investigation is not concluded or legal proceedings are not initiated within 12 months after the date of the suspension notice, the suspension shall be terminated.

b. Debarment refers to action by the CAO to exclude a contractor from future House awards and House-approved subcontracting, in full or in part, for a reasonable, specified period.

(1) Upon conclusion of the investigation resulting from a suspension, if the contracting officer should determine that debarment is in order, he or she shall prepare a report on the investigation along with such recommendations regarding debarment, for submission to the CAO.

(2) A notice of proposed debarment shall be issued by the contracting officer advising the contractor and any specifically named affiliates, by certified mail, return receipt requested:

(a) That debarment is being considered;

(b) Of the reasons for the proposed debarment in terms sufficient to put the contractor on notice of the conduct or transaction(s) upon which it is based;

(c) Of the cause(s) relied upon for proposing debarment;

(d) Within 30 days after receipt of the notice, the contractor or its representative may submit to the CAO, in writing through the contracting officer or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;

(e) Of the effect of the issuance of the notice of proposed debarment; and

(f) Of the potential effect of an actual debarment.

c. In the event that the CAO makes a determination to impose debarment, the contracting officer shall give the contractor and any affiliates involved prompt notice by certified mail, return receipt requested:

(a) Referring to the notice of proposed debarment;

(b) Specifying the reasons for debarment;

(c) Stating the period of debarment, including effective dates; and

(d) Advising that the debarment is effective throughout the House, unless the CAO determines that limited business dealings between the House and the contractor are justified.

d. The decision of the CAO on the merits of a debarment shall be final. A decision may be appealed by the contractor, in writing, within 10 days of receipt of notification of the decision, to the Committee on House Administration, only in the event that the CAO failed to follow the procedures established herein.

F.5 HC.6.008 LIQUIDATED DAMAGES

MAY 2001

If the contractor fails to perform the services specified in this contract, or any extension, the House may terminate this contract under the Termination clause of the contract. The contractor shall be liable for fixed, agreed and liquidated damages as provided in Section F "Payment for Non-performance", accruing until the time the House may reasonably obtain delivery or performance of similar services.

The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without fault or negligence of the contractor.

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F.6 HC.6.009 PAYMENT FOR NON-PERFORMANCE

SEPTEMBER 2001

In the event that the contractor fails to perform as stipulated in the statement of work, and such failure is not for a reason beyond the control of the contractor, the House may obtain performance from another source and charge and collect all costs plus a 15% administrative fee from the contractor.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 HC.7.023 CONTRACT ADMINISTRATION PLAN (CAP) FEBRUARY 2005

a. Section G contains the content required in a Contract Administration Plan (CAP) as prescribed in Section 11 of the Procurement Instructions for the U.S. House of Representatives. This CAP outlines the framework for monitoring performance and administering this contract, with the specific responsibilities of Authorized House Representatives listed below. Contract performance will be gauged against effectively meeting the requirements of the statement of work, monitoring customer satisfaction (e.g., vendor performance evaluations), and the performance measures contained in the Quality Assurance or Performance-Based Surveillance Plan, if applicable.

b. It shall be the responsibility of the Contracting Officer's (CO's) authorized representative to periodically review this CAP for purposes of updating and/or recommending any necessary revisions. If a change to the CAP is required, the CO will execute the appropriate bilateral or unilateral modification.

G.2 HC.7.002 MODIFICATIONS FEBRUARY 2005

Administrative changes, e.g. address corrections, are approved by the CO. All other changes which change the scope of this contract, including additions or deletions, must be prepared in writing as formal modifications signed by both parties.

G.3 HC.7.005 PERFORMANCE MEASUREMENTS FEBRUARY 2005

a. The contractor shall provide performance summary as outlined in the Statement of Work. The reports shall be acceptable in content and format to the Contracting Officer's Representative (COR). The reports shall be submitted as required in the Statement of Work. Upon request, the contractor shall deliver supporting details of the summary information to the COR within ten calendar days. Failure to submit an acceptable performance report may subject the contractor to penalties for non-performance and/or jeopardize renewal of this contract.

b. The contractor shall be assessed on a periodic basis through use of Vendor Performance Evaluations (VPEs). These VPEs shall be prepared by the COR at least once per year though they may be conducted more frequently at the discretion of the House. Any negative evaluations shall be provided to the contractor for comment and remediation.

G.4 HC.7.006 CONTRACT STATUS AND REVIEW MEETING FEBRUARY 2005

The COR, CA, and authorized contractor representative(s) shall meet at least monthly or more frequently as determined by the COR. The purpose of the meeting is to review the status reports, performance results, current/outstanding issues, and provide to the contractor any House-related informational materials. The goal is to keep track of performance, head-off any potential problems, resolve issues, and maintain a smoothly operating contract.

G.5 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES FEBRUARY 2005

a. Contracting Officer (CO):

William L. Dellar
Interim Associate Administrator, Office of Finance and Procurement
Room 331, Ford House Office Building
U.S. House of Representatives
Washington, DC 20515

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Telephone: (202) 225-1821

Fax: (202) 226-3850

1. Except as specified in paragraph (3) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change (in scope, terms, conditions, requirements, pricing, and/or delivery schedules) under this contract.

2. The contractor shall not comply with any order, direction or request of House Personnel which would constitute a change under this contract, unless issued in writing and signed by the CO, or made pursuant to specific authority otherwise included in this contract.

3. The CO is the only person authorized to approve changes under this contract and, notwithstanding provisions contained elsewhere in the contract, said authority remains solely with the CO. In the event the contractor effects any change at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof. The CO may delegate certain responsibilities to authorized representatives.

b. Contracting Officer's Representative (COR):

Name:

Title:

Address:

Phone:

Fax:

E - mail:

1. The COR, appointed by the contracting officer, is designated to assist in the discharge of the contracting officer's responsibilities. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this contract; acting as the contracting officer in charge of work at the site; ensuring compliance with the contract requirements insofar as the work is concerned; advising the contracting officer and contract administrator of any factors which may cause delays in delivery and/or performance of the work; and conducting or witnessing the conduct of any inspections and/or tests that may be required by the contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, pricing, and/or delivery schedules of the contract or direct the contractor to perform services outside of the scope of the contract.

2. Additional responsibilities of the COR are as follows:

- Monitor and evaluate contract performance, including preparing Vendor Performance Evaluations.
- Review, approve, and process contractor invoices.
- Submit periodic report(s) to the Contract Administrator (CA).
- Provide the CA with notification of intent to exercise options or renewals 90 days prior to expiration date.

c. Contract Administrator:

Name: Lawrence Toperoff

Title: Procurement Director

Address: 359 Ford House Office Building

U.S. House of Representatives

Washington, D.C. 20515

Phone: 202-226-2523

Fax: 202-226-2214

E-mail: lawrence.toperoff@mail.house.gov

The contract administrator prepares all modifications to the contract, maintains the official contract file with all reports and other contractual documentation, and responds to contractual inquiries or concerns from the COR or contractor on behalf of the CO.

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G.6 HC.7.008 AUTHORIZED CONTRACTOR REPRESENTATIVE

FEBRUARY 2005

a. The contractor shall identify the authorized contractor representative (ACR), and provide the information listed below:

Name:

Title:

Address:

Phone:

Fax:

E-mail:

b. The ACR shall provide periodic status reports to the COR pursuant to clause HC.7.005 of this contract. All status reports, schedules, and invoices must be approved by the COR in accordance with the terms and conditions of the contract.

c. The ACR shall furnish notice of any delay or potential situation that may cause delay in their capability to meet the delivery and/or performance schedule set forth in this contract. Such notice may be provided verbally to the COR and contracting officer, then followed-up in writing within two business days after the verbal notice. The notification shall fully describe the cause for delay, the expected date of delivery and/or performance, and any remedies the contractor proposes to mitigate the delay. This notification does not relieve the contractor of its obligation to meet the delivery and/or performance requirements of this contract nor should this notification be construed as a waiver by the House of any delivery schedule or date, performance requirements, or any rights or remedies provided under this contract.

G.7 HC.7.009 KEY PERSONNEL

FEBRUARY 2005

a. The contractor shall assign key personnel by name and title. The contractor represents that the following individual(s) are key personnel who will provide the services to the House in connection with this contract. At a minimum, the contractor shall designate a program manager as key personnel.

b. For each person, provide the following information: individual's name, title, telephone number, and e-mail address.

c. Except as provided herein, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or requested by the CO. Contractor personnel assigned to this contract as key personnel are subject to approval of the CO. The contractor must notify the CO of changes to key personnel 30 calendar days prior to removal from the contract. Replacement personnel must be accepted in writing by the CO. The CO may require substitution of key personnel from contractor, and may require additional personnel to be added to the project. Proposed substitutes to key personnel must have qualifications equal to or better than those approved at the award stage. The CO will notify the contractor, after receipt of all required information (including resumes of substitutes), of the decision on substitutions within 10 business days.

G.8 HC.7.010 POST AWARD CONFERENCE

FEBRUARY 2005

A post award conference will be held with the contractor to review contract administration issues, unless the House and the contractor determine that such a conference is not necessary.

**G.9 HC.7.011 PROGRESSIVE STEPS TO ENSURE SATISFACTORY
CONTRACT PERFORMANCE**

FEBRUARY 2005

a. The Contractor shall bring all performance issues to the immediate attention of the COR. Likewise, the COR shall bring all real or apparent performance issues to the immediate attention of the Contractor. These issues will be documented and quickly resolved to

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the mutual satisfaction of both parties, provided such resolution is within the authority of the COR and in accordance with the terms and conditions of the contract.

b. If an issue cannot be resolved between the Contractor and the COR, or resolution would require a modification to the contract, the COR will immediately notify the CA and the CO by e-mail. The CA in conjunction with the COR, Contractor, and as may be required other subject matter experts, will attempt to resolve performance issues to the mutual satisfaction of both parties. If a modification to the contract is required the CA will make a recommendation to the CO and if approved prepare the modification and obtain all necessary approvals and signatures.

c. Issues that cannot be resolved by the CA will be brought to the attention of the CO who may pursue any of the remedies provided for under this contract up to and including termination.

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 HC.8.001 INSURANCE

MAY 2001

The contractor shall carry and maintain, during the entire period of performance under this contract, the following:

- a. Workers' compensation and employee's liability insurance: minimum \$100,000 per incident.
- b. Automobile (vehicle) general liability insurance: minimum \$200,000 per person; \$1 million per accident; property damage \$50,000.
- c. Comprehensive general liability: minimum of \$1 million bodily injury per occurrence.
- d. Other insurance as directed by the contracting officer.

H.2 HC.8.002 IDENTIFICATION BADGES

MAY 2001

The contractor shall see that each new employee has a House identification/access pass issued by the House Sergeant at Arms before the employee enters on duty, if unescorted access is required outside of normal public building visiting hours. Public building visitor hours are Monday to Friday 7am to 7pm, and Saturday 7am to 1pm. House identification badges will not be issued to a contractor employee unless the Capitol Police forms for a background check are submitted in accordance with clause HC.8.003 of this contract. House procedures will be followed with regard to contract employees.

H.3 HC.8.003 PROSPECTIVE EMPLOYEE BACKGROUND CHECK

MAY 2001

- a. The U.S. Capitol Police will screen all contractor employees working on this contract who have access to House facilities or information in the performance of contract work. The COR will provide the contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each employee the contractor will have working on the contract. Forms for each employee working on this contract shall be submitted prior to the commencement of work.
- b. The employee shall be fingerprinted by the Capitol Police and a check made of criminal history records. If the Capitol Police, after having processed the forms, determine at any time that the employee is unsuitable or unfit for assigned duties, they will notify the COR. The COR will then direct the contractor to immediately remove that employee from any work under this contract.
- c. All contractor employees working on this contract with access to House facilities or information are required to be cleared by the Capitol Police every three years.

H.4 HC.8.005 BENEFITS TO MEMBERS OF CONGRESS

MAY 2001

No Member, Delegate, Resident Commissioner, Officer of the House or Procurement Officer shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

H.5 HC.8.006 NEWS RELEASES

MAY 2001

No news releases, press conferences or advertisements pertaining to this contract will be made without prior written approval of the CO.

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H.6 HC.8.007 AFFIRMATION OF NON-DISCLOSURE

AUGUST 2003

Due to the sensitive and confidential nature of information that the contractor may come in contact with during the performance of work at the House, the contractor and all personnel associated with this contract shall sign an "Affirmation of Non-Disclosure" prior to commencing work. The form may be downloaded from the Procurement Department Web Page as follow <http://www.house.gov/cao-opp/PDFSolicitations/Affnondisclosure.pdf>. The Affirmation of Non-Disclosure states in part that the individual signing the form agrees and understands they will not disclose any private or privileged information received in the course of service to the House.

H.7 HC.8.010 DATA OWNERSHIP/TRANSFER/ACCESS

JUNE 2001

The House and contractor agree that all data procured under this contract and data transferred by the House to the contractor shall remain the exclusive property of and in the exclusive control of the House. Parties further agree that access to or release of such information shall be governed by the laws applicable to the House. The contractor agrees to notify the House immediately if anyone requests any access to House information and further agrees not to provide access to or release any information without prior written approval by the House contracting officer. This includes Freedom of Information Act (FOIA) requests.

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SECTION I -- CONTRACT CLAUSES

I.1 HC.9.001 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER MAY 2001

- a. Except as specified in paragraph (b) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change under this contract.
- b. The contractor shall not comply with any order, direction or request of House personnel, unless issued in writing and signed by the CO, subject to the policy direction and oversight of the Committee on House Administration, or made pursuant to specific authority otherwise included in this contract.
- c. The CO is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, said authority remains solely with the CO. In the event the contractor effects any change(s) at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof.

I.2 HC.9.002 OBSERVANCE OF LAWS MAY 2001

- a. In connection with the performance of work under this contract, the contractor agrees not to discriminate on the basis of race, religion, color, sex, national origin or disability.
- b. The contractor shall comply with all applicable laws of the United States.
- c. This contract shall be governed in accordance with House Rules (available on-line at http://www.house.gov/rules/house_rules.htm).

I.3 HC.9.003 DISPUTES MAY 2001

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. Within thirty (30) calendar days from the receipt of such copy, the contractor may appeal in writing by mail to the CAO. The CAO's decision shall be final. The contractor may appeal the CAO's decision to the Committee on House Administration only for violations by the CAO for failure in following procedural guidelines within 30 calendar days of the CAO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

I.4 HC.9.004 AVAILABILITY OF FUNDS MAY 2001

The House's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the House for any payment may arise until funds are made available to the contracting officer for this contract.

I.5 HC.9.019 BUY AMERICAN MARCH 2003

Unless otherwise specified, items are to be of the growth and manufacture of the United States, provided such items are upon as good of terms regarding quality and price as like items of foreign growth and manufacture. An item shall be deemed to be manufactured in

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the United States if more than fifty (50%) percent of the cost of its components are of the growth and manufacture of the United States.

(a) Definitions. As used in this clause--

"Component" means an article, material, or supply incorporated directly into an end product.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic end product" means--

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End product" means those articles, materials, and supplies to be acquired under the contract for House use.

"Foreign end product" means an end product other than a domestic end product.

(b) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certification."

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SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 ATTACHMENTS

<u>Attachment</u>	<u>Description</u>	<u>Page(s)</u>
1	House Staff Fitness Center Floor Plan	1
2	Equipment Placement	1
3	Exercise Equipment Breakdown	1
4	Pricing Schedule	3

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SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 HC.11.001 GENERAL REQUIREMENTS JULY 2001

Offerors shall be individuals, partnerships, or corporations regularly engaged in the business covered by the specifications and possessed of satisfactory financial resources and technical ability, and of equipment and organization to insure satisfactory completion of the contract, and who have established a satisfactory record in the past. Offerors shall, if requested by the CO, furnish promptly any information, which the CO may consider necessary to establish their competency for the work.

The offeror certifies by submission of this proposal and resultant contract that the offeror has not publicly or privately colluded with any other offeror to fix prices or conditions of this contract.

K.2 HC.11.002 FINANCIAL INFORMATION JULY 2001

The offeror shall furnish company financial data for the last three (3) years at a minimum. To comply with this requirement, the offeror shall furnish copies of financial statements or Annual Reports published. Publicly held companies must also provide copies of Securities and Exchange Commission 10-K Reports and Proxy Statements filed.

K.3 HC.11.003 INSURANCE INFORMATION JULY 2001

- a. Carriers
- b. Limits and excess coverage or employer liability and general liability
- c. Worker's Ccmpensation insurance experience modification

K.4 HC.11.004 COMPANY BACKGROUND JULY 2001

All offerors will be required to submit proposals to include the following information concerning the company background:

- a. Legal name of the company.
- b. Organizational diagram and biographies for corporate officers.
- c. Detailed business history.
- d. Mission statement to include the scope of quality service, customer care and philosophy in dealing with the House as a potential client.
- e. Disclose any lawsuits in which the Company is a named defendant within the last five (5) years and status of each such case.
- f. Key point of contact (POC) list and telephone number.

K.5 HC.11.007 ELIGIBILITY FOR AWARD JULY 2001

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The offeror certifies that it is eligible for award of a contract resulting from this solicitation and that it has not been barred, suspended or otherwise rendered ineligible for award of a federal government contract, nor has the offeror within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and, is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.

K.6 HC.11.009 PERIOD FOR ACCEPTANCE OF PROPOSAL

JULY 2001

In the event the offeror receives award of this contract, the award shall be based on the prices set forth in the offeror's proposal provided that the House makes the award of the contract within _____ calendar days after receipt of the offer.

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SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 HC.12.002 CONTENT OF PROPOSALS

OCTOBER 2001

Each proposal shall be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the score sheet used during the evaluation will parallel the order specified in the solicitation. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Proposals that do not address all of the elements and requirements, in the order contained herein, shall be disqualified from further consideration.

Administrative and Price Proposal shall be divided into the following distinct and marked parts:

- (1) "Section A of RFP." The offeror shall insert Section A of this solicitation with all required/applicable blocks completed.
- (2) "Section B Price Schedules." Offeror shall complete Section B and provide a proposed price which will address all requirements as well as others the offeror may wish to offer
- (3) "Section G Contract Administration". Offeror shall complete the required sections of Section G.
- (4) Section K - Representations, Certifications, And Statements of Offerors." Offeror shall complete the required clauses of Section K.
- (5) Technical Proposal - Specifications must comply with Section C.
- (6) Provide pertinent experience and qualification in conducting similar services as stated in the solicitation, and specifically, corporate stability and sound organizational qualities. Demonstrated financial capability sufficient to provide resources to finance day-to-day operations for legislative branch customers.
- (7) Offeror shall provide references for five current or recent (within three years) customers and five past customer, preferably in the public sector. List the agency name and address, name and title of the client contact, telephone number, opening date, building population (clients served), description of contract deliverables, pick-up and delivery sites, annual dollar value, performance periods, and type of contractual arrangements; e.g., percentage of sales, fixed price, management fee or other.

L.2 HC.12.003 SUBMISSIONS

MARCH 2004

Offerors shall submit 12 copies, with one (1) original copy, and one electronic version in MS Word format of the proposal prepared in such format and detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the offeror can meet the House's requirements. The electronic version shall be scanned by virus checking software to ensure no virus's are present before submission and by sending electronic file is certification that scan has been accomplished. The original shall be so marked, and the copies shall be numbered. Proposal packages shall be sealed in a suitable container, and all containers shall clearly identify firm name and address and Solicitation Number. Proposals shall be submitted to the address shown on Section A. Facsimile proposals will NOT be accepted.

Vendor questions are due not later than May 16, 2005. All vendor questions must be provided via e-mail or fax (202) 226-2214.

L.3 HC.12.004 DELIVERY OF PROPOSALS - HAND DELIVERIES

JULY 2001

Hand carried proposals will not be accepted in the office but may be carried and delivered to the House off-site mail processing facility, 9140 Hampton Drive, Capital Heights, MD 20743. All proposals, however delivered, must be complete and timely. Offerors are reminded that courier, overnight, and express mailings are subject to x-ray by Capitol Police and may delay arrival by as much as six hours and that receipt of offer will be when accepted by Houses agent as to time of receipt.

L.4 HC.12.005 DELIVERY OF PROPOSALS - FAX & E-MAIL

OCTOBER 2001

Proposals may be withdrawn by fax or e-mail received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision

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entitled "Facsimile Proposals". Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

L.5 HC.12.006 LATE SUBMISSIONS AND REVISION OF PROPOSALS JULY 2001

(1) Any proposal or revision to a proposal received by the CO after the exact time specified for receipt maybe considered and it:

(a) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must be mailed by the 15th), or

(b) Was sent by mail and it is determined by the House that the late receipt was due solely to mishandling by the House, or

(c) Was sent by the U.S. Postal Service Express Mail Next Day Service - Post Office to addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. federal holidays, or

(2) A revision resulting from the CO's request for "best and final" offer received after the time and date specified in the request will not be considered, unless received before the award and late receipt is due solely to mishandling by the House.

(3) The only acceptable evidence to establish the date of mailing of a late proposal or revision sent by either the U.S. Postal Service Registered or Certified Mail is the U.S. postmark both on the envelope or wrapper and on the original receipt from the U.S. Postal Service.

(4) The only acceptable evidence to establish the time of receipt by the CAO is the time/date stamp on the proposal wrapper or other documentary evidence of receipt maintained by the CAO.

(5) The only acceptable evidence to establish the date of mailing of late offer, revision, or withdrawal sent by Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service.

(6) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

L.6 HC.12.007 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS JULY 2001

Offerors shall acknowledge receipt of any amendments to this solicitation requiring bi-lateral signature;

(1) by signing and returning the amendment,

(2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or

(3) by letter or telegram if authorized, The contracting officer must receive the acknowledgment by the time specified for receipt of offers.

L.7 HC.12.009 RESTRICTION ON DISCLOSURE AND USE OF DATA JULY 2001

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Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the House except for evaluation purposes, shall:

(1) Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside the House and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of--or in connection with--the submission of this data, the House shall have the right to duplicate, use, or disclose the data, including cost and pricing data, to the extent provided in the resulting contract. This restriction does not limit the House's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets numbered [insert number(s)]," and

(2) Mark each sheet of data to be restricted with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

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SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 HC.13.001 EVALUATION FACTORS FOR AWARD

JULY 2001

The House intends to make a single award to offerors whose proposals meeting the minimum requirements as stated in this RFP. Proposals will be evaluated based on the following evaluation factors that are listed in descending order of importance:

- (1) Technical approach
- (2) Management approach
- (3) Corporate capabilities
- (4) Past performance
- (5) *Price

*The proposal is presumed to represent the offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent between promised performance and price, must be explained in the proposal. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and their impact on price must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required. It also may reflect on the offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

1. Risk Assessment. Price proposals will be evaluated to identify and assess potential risks, which may be inherent in the offeror's approach. The estimated costs to correct any deficiencies in the offeror's proposal will also be evaluated.
2. Price Realism. Proposed pricing will be evaluated not only to determine if the price is reasonable, realistic, and affordable, but also to determine the offeror's understanding of the requirements.
3. Price. Evaluation factors other than price, when combined, are significantly more important than price.

M.2 HC.13.002 CONTRACT AWARD

JULY 2001

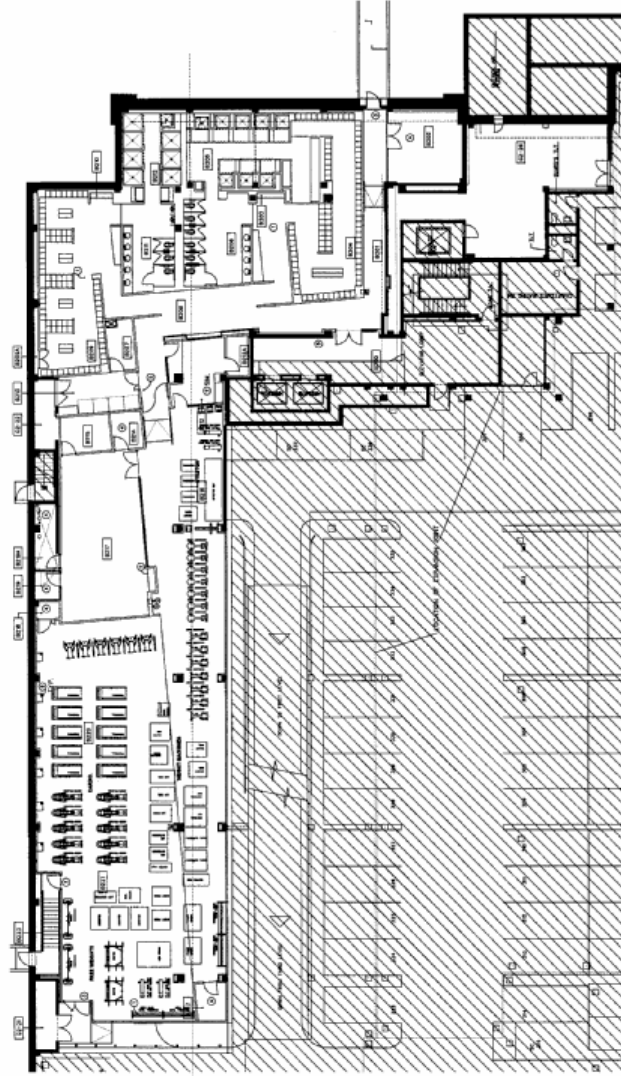
a. The House intends to amake a single award contract resulting from this solicitation to the responsible offerors whose offer conforms to this solicitation, taking into account the factors contained in M.1 "Evaluation Factors for Award".

b. The House may:

- (1) reject any or all offers, if such action is its interest,
- (2) waive informalities and minor irregularities in offers received.

c. The House intends to evaluate proposals and may award a single contract without discussion. Therefore, each initial offer should contain the offeror's best terms. However, the CO reserves the right to conduct discussions if they are later determined to be necessary.

Attachment 1 - House Staff Fitness Center Floor Plan



1. PROVIDE ELEVATION AND DATA SERVICES AS REQUESTED FOR THREAT ANALYSIS AND SECURITY ASSESSMENT FOR THE BUILDING.
2. CONDUCT VISUAL AND PHYSICAL INSPECTIONS OF THE BUILDING AND ITS SURROUNDINGS TO IDENTIFY AND DOCUMENT ANY SECURITY VULNERABILITIES.
3. TO RECOMMEND AND DESIGN SECURITY MEASURES TO ADDRESS IDENTIFIED VULNERABILITIES.
4. SET ENGINEERING DOCUMENTS FOR INFORMATION AT THIS AREA.
5. PROVIDE ELEVATION AND DATA SERVICES AS REQUESTED FOR THREAT ANALYSIS AND SECURITY ASSESSMENT FOR THE BUILDING.
6. CONDUCT VISUAL AND PHYSICAL INSPECTIONS OF THE BUILDING AND ITS SURROUNDINGS TO IDENTIFY AND DOCUMENT ANY SECURITY VULNERABILITIES.
7. TO RECOMMEND AND DESIGN SECURITY MEASURES TO ADDRESS IDENTIFIED VULNERABILITIES.



DATE	10/1/2010
BY	KLING STUBBINS
PROJECT	HOUSE STAFF FITNESS CENTER
NO.	1000000000

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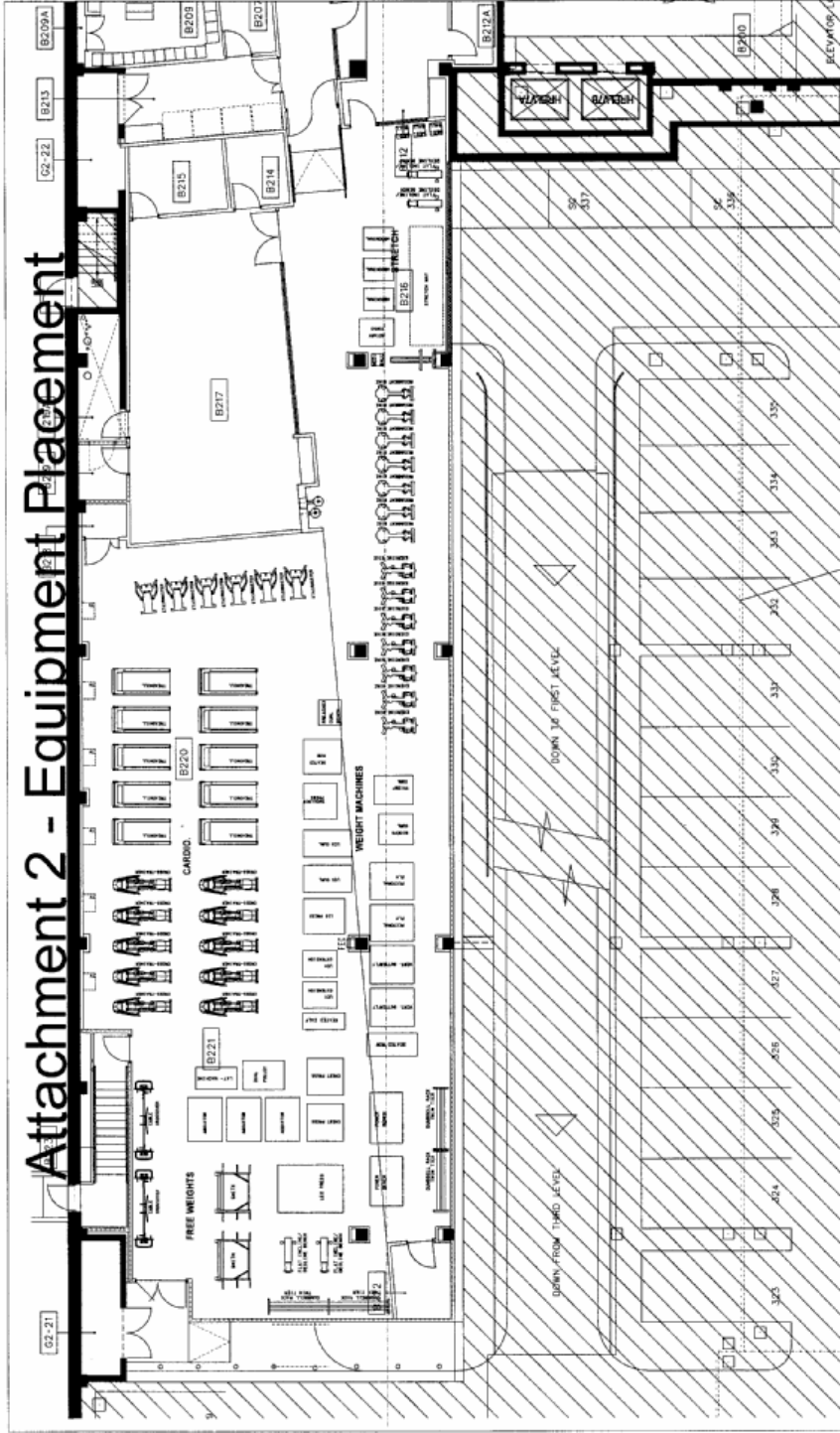


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Attachment 2 - Equipment Placement



Attachment 3

Exercise Equipment Breakdown

Treadmills	12
Cross-Trainers	10
Step Machines	4
Bikes	9
Assorted Weight Machines	23
Free-Assorted Weight Machines	16
Stretch Mat	1
Abdominal Machines	3

Attachment 4
Schedule of Fees

Item Number	Supplies and Service: The contractor shall operate a House Staff Fitness Center for the U.S. House of Representatives in accordance with the Statement of Work.	Per Month Amount or Percent Revenues
0001	BASE PERIOD Period of Performance 3 years from date of award: Basic hours of operation MM/DD/ YYYY to MM/DD/YYYY	
0001A	BASE PERIOD Basic hours of 5am to 10pm	
0001B	BASE PERIOD Weekend operation hours 9am to 6pm	
0001C	BASE PERIOD Additional fitness classes in increments of 5	
0001D	BASE PERIOD - Membership Fee	
0001E	BASE PERIOD - Initiation Fee	
0001F	BASE PERIOD - Non-Workout Membership Fee	
0001G	BASE PERIOD - Set aside for repair and replacement of equipment	
0002	OPTION ONE Period of Performance 1 year from date of award: Basic hours of operation MM/DD/ YYYY to MM/DD/YYYY	
0002A	OPTION ONE Basic hours of 5am to 10pm	
0002B	OPTION ONE Weekend operation hours 9am to 6pm	
0002C	OPTION ONE Additional fitness classes in increments of 5	
0002D	OPTION ONE - Membership Fee	
0002E	OPTION ONE - Initiation Fee	
0002F	OPTION ONE - Non-Workout Membership Fee	
0002G	OPTION ONE - Set aside for repair and replacement of equipment	
0003	OPTION TWO Period of Performance 1 year from date of award: Basic hours of operation MM/DD/ YYYY to MM/DD/YYYY	
0003A	OPTION TWO Basic hours of 5am to 10pm	

Item Number	Supplies and Service: The contractor shall operate a House Staff Fitness Center for the U.S. House of Representatives in accordance with the Statement of Work.	Per Month Amount or Percent Revenues
0003B	OPTION TWO Weekend operation hours 9am to 6pm	
0003C	OPTION TWO Additional fitness classes in increments of 5	
0003D	OPTION TWO - Membership Fee	
0003E	OPTION TWO - Initiation Fee	
0003F	OPTION TWO - Non-Workout Membership Fee	
0003G	OPTION TWO - Set aside for repair and replacement of equipment	
0004	OPTION THREE Period of Performance 1 year from date of award: Basic hours of operation MM/DD/ YYYY to MM/DD/YYYY	
0004A	OPTION THREE Basic hours of 5am to 10pm	
0004B	OPTION THREE Weekend operation hours 9am to 6pm	
0004C	OPTION THREE Additional fitness classes in increments of 5	
0004D	OPTION THREE - Membership Fee	
0004E	OPTION THREE - Initiation Fee	
0004F	OPTION THREE - Non-Workout Membership Fee	
0004G	OPTION THREE - Set aside for repair and replacement of equipment	
0005	OPTION FOUR Period of Performance 1 year from date of award: Basic hours of operation MM/DD/ YYYY to MM/DD/YYYY	
0005A	OPTION FOUR Basic hours of 5am to 10pm	
0005B	OPTION FOUR Weekend operation hours 9am to 6pm	
0005C	OPTION FOUR Additional fitness classes in increments of 5	
0005D	OPTION FOUR - Membership Fee	
0005E	OPTION FOUR - Initiation Fee	
0005F	OPTION FOUR - Non-Workout Membership Fee	
0005G	OPTION FOUR - Set aside for repair and replacement of equipment	

Item Number	Supplies and Service: The contractor shall operate a House Staff Fitness Center for the U.S. House of Representatives in accordance with the Statement of Work.	Per Month Amount or Percent Revenues
0006	OPTION FIVE Period of Performance 1 year from date of award: Basic hours of operation MM/DD/ YYYY to MM/DD/YYYY	
0006A	OPTION FIVE Basic hours of 5am to 10pm	
0006B	OPTION FIVE Weekend operation hours 9am to 6pm	
0006C	OPTION FIVE Additional fitness classes in increments of 5	
0006D	OPTION FIVE - Membership Fee	
0006E	OPTION FIVE - Initiation Fee	
0006F	OPTION FIVE - Non-Workout Membership Fee	
0006G	OPTION FIVE - Set aside for repair and replacement of equipment	